



10/805,172

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	JANNUSCH ET AL.	Examiner:	UNKNOWN
Serial No.:	10/805,172	Group Art Unit:	UNKNOWN
Filed:	MARCH 19, 2004	Docket No.:	8195.35US01
Title:	THERMOPLASTIC FILMS AND METHODS FOR MAKING		

POWER OF ATTORNEY AND CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

The undersigned hereby appoints the attorneys and agents of Merchant & Gould associated with customer number:



as attorneys and/or agents with the full power to represent the applicant in connection with this application.

Please direct all correspondence to Katherine M. DeVries Smith, MERCHANT & GOULD P.C., P.O. Box 2903, Minneapolis, MN 55402-0903, telephone (612) 332-5300.

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Tapemark, a corporation organized and existing under the laws of the State of Minnesota, having a place of business at 150 Marie Avenue East, West St. Paul, Minnesota 55118-4000, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of an assignment from the inventors, of the patent application identified above. The assignment was mailed for recording in the Patent and Trademark Office on the same date that this document was mailed to the Patent and Trademark Office. A copy of the Assignment being recorded is attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true,  
and that all statements made on information and belief are believed to be true; and  
further, that these statements are made with the knowledge that willful false statements,  
and the like so made, are punishable by fine or imprisonment, or both, under Section  
1001, Title 18 of the United States Code, and that such willful false statements may  
jeopardize the validity of the application or any patent issuing thereon.

Date: 6-30-04

By: Robert C. Klas, Jr.  
Robert C. Klas, Jr.  
President





Receipt is hereby acknowledged for the following in the U.S. Patent and Trademark Office:

In re Application of: JANNUSCH ET AL.  
For: THERMOPLASTIC FILMS AND METHODS FOR MAKING  
Serial No.: 10/805,172  
Docket No.: 8195.35US01  
Filed: MARCH 19, 2004

Date Mailed: July 27, 2004

Recordation Cover Sheet  
Assignment  
Check for \$40.00 to cover Recordation Fee

Patent

KDeVriesSmith:PLSklg

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Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Leonard C. Jannusch  
William L. Bunnelle  
Robert M. Hume III



Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

The Tapemark Company  
150 Marie Avenue East  
West St. Paul, Minnesota 55118-4000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: July 26, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

10/805,172

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine M. DeVries Smith  
Address: Merchant & Gould P.C.  
P.O. Box 2903  
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Katherine M. DeVries Smith

Name of Person Signing

Signature

July 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: 4

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PATENT TRADEMARK OFFICE

**ASSIGNMENT**

WHEREAS, we, Leonard C. Jannusch, residing at 1878 Cedar Avenue, White Bear Lake, Minnesota 55110, William L. Bunnelle, residing at 16137 Lexington Avenue NE, Andover, Minnesota 55304 and Robert M. Hume III, residing at 9138 Cambridge Alcove, Woodbury, Minnesota 55125, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on March 19, 2004, application Serial No. 10/805,172, which is entitled THERMOPLASTIC FILMS AND METHODS FOR MAKING .

AND WHEREAS, The Tapemark Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 150 Marie Avenue East, West St. Paul, Minnesota 55118-4000 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26 day of July, 2004

Leonard C. Jannusch  
Leonard C. Jannusch

STATE OF Minnesota )  
COUNTY OF Ramsey ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Leonard C. Jannusch to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26<sup>th</sup> day of July, 2004

William L. Bunnelle  
William L. Bunnelle

STATE OF Minnesota )  
COUNTY OF Anoka ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared William L. Bunnelle to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

\_\_\_\_\_  
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 26 day of July, 2004

Robert M. Hume III  
Robert M. Hume III

STATE OF MINNESOTA )  
COUNTY OF WASHINGTON ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Robert M. Hume III to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

\_\_\_\_\_  
Notary Public